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LAWS OF ASSINIBOIA.

Passed by the Governor and Council of Assiniboia, on the 11th April, 1862.

GENERAL PROVISIONS.

I. All local enactments, when not expressly extended farther, shall apply only to that part of the District of Assiniboia which forms the Red River Settlement and its environs.

II. Fines and Forfeitures, when not otherwise appropriated, shall go to the Public Fund.

III. Every Resolution shall be interpreted without regard to the distinction of gender or number.

IV. If any person, in any way, encourage any violation of any local enactment, he shall be held to be as guilty as the principal offender.

V. Unless special regulation provide to the contrary, every wrong has its remedy under the general law of the country.

I. All local regulations that were on record on the 19th March, 1862, are repealed.

FIRES.

II. If any hay-stack in the open plains shall be injured by a running fire, the owner shall not recover damages, unless such hay-stack has been protected, at a distance of at least twenty yards by a ploughed or burned ring of at least eight feet wide.

III. If between the 31st May and 1st December, any person shall kindle a fire intended to run, he shall be fined Ten Pounds, one half to go to the prosecutor; and if any person without having obtained the presence and assistance of at least four men shall light a fire for the purpose of burning the rings round hay stacks, as required by the preceding law, he shall be held to have incurred the penalty attached to this law. Provided, that the Bench may remit the whole fine, if the defendant has both kindled the fire through necessity and done all in his power to prevent it from spreading.

IV. If any fire in the open air, which is not intended to run, shall be left burning without due precautions or be negligently allowed to spread every person who may have kindled or fed or used the same, shall be fined from Five shillings to Fifty shillings.

ANIMALS.

V. If one or more animals be found in an enclosure where damage has been done, the said damage shall be paid for by the Owner or Owners of such animal or animals found within the enclosure, as the Owner of the enclosure can prove to be generally known in his neighborhood as fence breakers, and that the amount of the damage shall be equally divided among each of the animals known as fence breakers irrespective of the other animals found at the same time within the enclosure but not known as fence breakers, and that each animal known as a fence breaker and found within the enclosure shall be kept in pledge till its owner pays its share of the damage, Provided, that the owner of the enclosure can prove that the fence of said enclosure was of sufficient height, strength and close-

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ness, and that the gate or gates of the enclosure were closed.

VI. If any Stallion, sixteen months or approaching two years old or upwards, be found at large, the owner shall be fined Twenty Shillings, half the fine to go to the captor of the Stallion, and the animal himself may be kept in pledge, till security for payment of the fine be given, and during the time the animal is so kept, the Owner shall pay for his keep at the rate of 6d. per day.

VII. If any Ram be found at large between the 30th June and 1st Nov. such ram may be detained by any person till the Owner pay Two Shillings and Sixpence for the use of the captor of the Ram, and during the time the Ram may be so detained the Owner shall pay for the keep of the said Ram at the rate of three pence per day.

VIII. If between 31st March and 1st November any pig or pigs be found in any enclosed field without a yoke of one foot and a half wide, and one foot and a half in height, the owner of such Pig or Pigs shall not only be answerable for all damages committed by said Pig or Pigs but shall also pay a fine of Three Shillings for the seizure of the same,—Furthermore, if after the Owner of the Pig or Pigs has been warned by the Proprietor of the enclosure to take his Pig or Pigs away, and he neglect to do so, in that case the Proprietor of the enclosure may, after the lapse of six hours, shoot the said Pig or Pigs, and the Owner shall not recover any damage for this act; and any person taking any Pig or Pigs according to this law shall be allowed 6d. per diem each for their maintenance, the same to be paid by the owner of the Pig so taken.

HORSE-TAKING.

IX. If any person takes another's horse to ride or drive without his consent, he shall be fined One Pound. Half of the fine shall go to the Informer, and shall forfeit to the owner of the horse all such equipments of any description as he may have used in such riding or driving, and if a horse so taken, be injured or lost, the person who so took the horse shall indemnify the Owner to the full extent of the damage or loss.

HAY.

X. If any settler cut hay behind the two-mile line, before the 1st August, he shall forfeit the same or the value thereof.

XI. Any exclusive privilege of cutting hay between the two-mile line and the four-mile line shall be forcited for the season, as soon as the party entitled, shall cut hay beyond the four-mile line, and at all events, all such exclusive privileges shall be thrown open to all after the 15th August, or two weeks after the commencement of hay cutting.

XII. If any Settler trespass wilfully in another's ground, he shall forfeit the proceeds whether in kind or in value, for the benefit and satisfaction of the party injured, without receiving any allowance for his labor, but, if he trespass in ignorance, he shall still forfeit as before, though not without compensation for his time.

ROADS, &c.

XIII. The main highway shall be two chains wide.

XIV. Any other actual thoroughfare may be repaired or improved as a public path, but not till all the parties interested in the soil shall have consented to leave unoccupied, from time to time, one uniform breadth, so as to provide against the encroachments of the River or any other similar influences.

XV. Any person, who may dig a hole through the entire thickness of the ice, or through any portion of such thickness, shall, from time to time, mark the same at the point nearest to the actual track with a pole at least six feet high, being otherwise liable to make good all injury which, such pole might have been expected to prevent.

XVI. Superintendents of Public Works shall be appointed in the different sections of the Settlement, and they shall be responsible to the Governor and Council for the sums of money expended on Public Works, as well as for the state of the roads and bridges in their respective Sections. The Superintendents shall publicly apply for tenders for all Public Works to be executed in their respective Sections, and from among those who tender the Superintendents shall select the fittest person to execute the Work offered for.

I. *Section.*—White Horse Plains from the Sturgeon Creek upwards on both sides of the Assiniboine River.

II. *Lower Section*—From St. Paul's church downwards on both sides of the Red River.

III. *Middle Section*—From St. Paul's Church upwards, on both sides of the Red River to St. John's Cathedral, from thence to the Forks on the west side of the Red River, and from the Forks upwards on both sides of the Assiniboine River to Sturgeon Creek.

IV. *Upper Section*—From St. John's Cathedral to the Forks on the east side of the Red River, and from thence upwards on both sides of the Red River.

XVII. The following shall be the Superintendents of Public Works :

I. *White Horse Plain section.*—Patrick Breland, with a salary of £20 yearly.

II. *Lower section.*—Thomas Sinclair, with a salary of £25 yearly.

III. *Middle section.*—John Fraser, with a salary of £25 yearly.

IV. *Upper section.*—François Bruneau, with a salary of £25 yearly.

THE INTOXICATING OF INDIANS.

XVIII. If any person, without distinction of race, supply or sell to any person popularly known as an Indian, or any member of an Indian nation, the means of intoxication, he shall on being convicted before a petty Court on the oath of one or more witnesses be fined for each offence as follows :

Two Pounds for furnishing any brewing utensils : the fine to go to the Informer.

Three Pounds for furnishing Malt : the fine to go to the Informer.

Five pounds for furnishing Beer or any fermented Liquor : the fine to go to the Informer.

Ten Pounds for furnishing distilled spirits or any other immediate cause of intoxication than fermented Liquors : half the fine to go to the Informer.

In every case the Offender, after conviction, to be imprisoned until the fine is paid.

XIX. In addition to these fines, the Offender shall make restitution to the Indian of all the equivalent which he may have received, if any, for such furnishing,—every part of such equivalent not being money itself, being valued, for the purpose at prime cost.

XX. If an intoxicated Indian commit or threaten to commit any unprovoked violence, he may be imprisoned, in addition to any specific punishment, till he prosecute the person, who may have been guilty in the matter.

XXI. If any person possess, or have possessed, Malt or Beer or Spirits, or any other of the above specified means of intoxication in the society or tent of any Indian, he shall be held guilty of furnishing such means of intoxication to Indians

LIQUOR LAWS.

XXII. It shall be lawful for the Bench of Magistrates of the Peace and Petty Courts in their several Districts assembled, on the first Monday of the month of June in each year or at other times when they deem it expedient, to issue Licenses, which will be in force till the first Monday in June then next following to approved applicants, (who shall be Landholders in the Settlement,) allowing the sale by retail on their own premises of all Spirits, Wines and Beer lawfully imported, or of native manufacture, (all quantities of Spirits under five gallons all quantities of Wine under one gallon, and all quantities of Beer under eight gallons shall be counted retail)—that the sum of Ten Pounds be paid for a license so issued for the sale by retail of Spirits, Wines and Beer, and the sum of Five Pounds be paid for licenses so issued for the sale by retail of Beer alone, and any person selling Spirits, Wine, or Beer by retail, without such license, shall on conviction before a Petty Court on the oath of one or more witnesses, for each offence pay a fine of Ten Pounds Sterling, and be imprisoned until the fine be paid—one half of the fine shall go to the Informer,—and the form of the licenses shall be according to Schedule A. or B. ; any offence against the provisions of said license shall be punished by forfeiture of the same, and in addition, in case of infraction of the provisions of said License as regards Indians, the Offender shall pay the special penalty for furnishing the means of intoxication to Indians.

Schedule A.

This is to certify that you———— are hereby permitted to sell on your own premises any Lawful Spirits, in any quantity under Five Gallons, Wine in any quantity under one Gallon, and Beer in any quantity under Eight Gallons to any person or persons, subject to the following restrictions :—not between the hours of 9 o'clock at night and 6 o'clock in the morning ; not in any hour during the Sabbath, not to any intoxicated person ; never to any Indian, or person pupularly known as an Indian,—any act contrary to the above restrictions shall make this your License void and of none effect.

This License shall continue in force till the first Monday in June now next following.

Schedule B.

This is to certify that you———— are hereby permitted to sell on your own premises, any quantity of Beer under eight gallons, to any person or persons, subject to the following restrictions :—Not between the hours of nine o'clock at night and six o'clock in the morning ; not in any hour during the Sabbath ; not to any Intoxicated Person : never to any Indian or person popularly known as an Indian, any act contrary to the above restrictions shall make this your License void and of none effect.

This License shall continue in force till the first Monday in June now next following.

XXIII. Each Petty Court, out of the Fund arising from Licenses and penalties, shall defray any necessary expenses incurred in enforcing the Laws against the illegal sale of Spirits Wines or Beer or the furnishing of the means o

Intoxication to Indians accounting to the Governor and Council for all such receipts and expenditure.

XXIV. No action shall lie for the recovery of Penalties for any breach of the laws for regulating the sale of intoxicating liquor, unless information shall have been given within six months after the commission of the offence.

CUSTOMS DUTIES.

XXV. All Goods imported into the District of Assiniboia from any part of the British Dominions, or from any Foreign country, shall be subject to a levy of Four per cent ad valorem duty. to be estimated at the price current of the original place of export, London or New York, &c., excepting such articles as shall be otherwise specified. The following shall be admitted free from Customs Duty, viz.:

I. All Bar Iron and Steel.
II. All Books and Publications, whether imported for use or as Merchandise.
III. All Scientific Instruments.
IV. All Agricultural Machines and Implements.
V. All Baggage, all Apparel and Utensils that have been or are in present use of the owners.
VI. All Seeds, Roots or Plants, tending to the improvement of Agriculture.
VII. All Stationery and School Slates.
VIII. All Goods, the bona fide property of British subjects entered at the time of Import as destined for parts not within the District of Assiniboia.
IX. All Cases, Boxes, Barrels, Bottles or Cloth covering, which contain Goods or Fluids of any description.
X. Monumental Tablets or Tombstones.
XI. All Grindstones and Stoves.
XII. All Skins, Peltries, Parchment, untanned Leather and all produce of the chase generally.
XIII. All Goods gratuitously given, and originally designed for the benefit of the Indian Missions of Rupert's Land, also all Wines imported for Church Service.

XXVI. There shall be four Collectors of Customs residing severally at each extreme and middle of the Settlement, and at White Horse Plain whose residences shall be houses of clearance. A Collector of Customs shall have power to administer Oaths, to search for and seize contraband goods and to prosecute defaulters; he shall have power to call constables and all loyal subjects of her Britannic Majesty, to his aid, and all persons not constables, so called upon, shall be paid by the Collector at the public expense as special constables extraordinary, say Ten Shillings per diem. A Collector of Custom shall have power to exact and receive payments of Customs duty and to give receipts in discharge of the same. He shall twice in every month pay into the hands of the Governor, who is ex-officio Receiver General, all revenues received by him together with a list of the persons paying, and the value of the Goods on which the duty has been paid, and each collector shall once every week transmit to the next nearest Clearance House a list of all clearances made by him. Each Collector shall in addition to his salary be entitled to one fifth part of the proceeds of all seizures he shall make or cause to be made.

XXVII. Every person bringing Goods liable to duty into the District of Assiniboia, whether Owner, Agent, or Conductor, shall be provided with an Invoice or Manifest, which shall combine with the name of the consignee, an accurate account of the quantity and prime cost value of all goods contained in any carriage, vehicle or vessel or any conveyance whatsoever, whether by land or water. This Invoice or Manifest shall be attested by the signature of the Owner or his Representative, and on arrival of the Goods within the Settlement the said Invoice or Manifest shall be produced to the collector at the first House of Clearance the goods may come to, otherwise the goods shall be liable to detention. The collector may verify the accuracy of any Invoice presented to him by an oath administered to the party or by examination of the goods, opening packages if necessary. On being therewith satisfied, he shall exact payment of the Duty, or at his discretion accept a Bond for the amount payable within a period of not more than three months, which Bond may be sued for and recovered the same as any other contract debt.

The collector on receiving satisfaction for the Duty as above defined. shall write on the back of the Manifest the words "Examined and Passed," attaching his signature and the date thereof, and this shall be held as a sufficient clearance.

Be it observed that in any case where the want of a Manifest is or has been unavoidable, the collector may accept of the sworn declaration of the party, as to the value of the Goods, or otherwise satisfy himself of their value.

XXVIII. Every Owner or Importer or Consignee of goods shall within twenty four hours of the arrival of such Goods exhibit his Manifest (if not already cleared) to a Collector of Customs, and any Owner, Importer or Consignee of Goods failing to do so, shall in addition to the Duty, forfeit a sum of not more than Fifty Pounds Sterling, or less, at the discretion of the court, which penalty may be sued for and recovered in the same manner as a contract debt. And any package or Goods in Bulk not entered into any Manifest shall be seized as contraband and forfeited to the Queen, or to the Governor

and Council acting in her name and in the event of any person refusing to show his Invoice or Manifest or refusing to pay the duty or to give a bond for the payment of the same, the Collector shall be authorized to seize all his goods as contraband.

Any person making a false declaration under an oath administered by a Collector may be indicted for wilful perjury.

Persons claiming exemption from Duty because of their Goods being destined for parts beyond the Circle of Assiniboia, shall as in the case of goods for home consumption enter them at one of the Custom Houses as being in transit for their destination, and give a Bond that the said Goods will be duly carried and disposed of beyond the limits of the District of Assiniboia, which Bond will be for an amount equal to half the prime cost of the Goods so entered, and can only be cancelled by the certificate of a Collector of Customs, that the conditions of the Bond have been fulfilled, otherways the amount of the Bond will be forfeited and shall be recoverable in the same manner as a contract debt.

XXIX. All Goods liable for duty shall be held as contraband if under the following circumstances, they are unprotected by a *clearance*.,

I. If they have been within the premises of the proprietor or Consignee for more than Forty-eight Hours.

II. If they have been opened or in any way disposed of or otherwise have passed from the Original Importer or Consignee.

III. If, not being liable for duty because of their destination being beyond the bounds of the District—they shall have been opened or disposed of, or in any way have passed from the possession of the original Importer or Consignee within the bounds of the District, without the knowledge and sanction of a Collector of Customs, all such goods, unless otherwise provided for, shall be forfeited to the Queen, by the Governor and Council acting in her name.

All goods so seized shall be deposited in the Court House, and afterwards at authorised times be sold by public auction for the benefit of the revenue, saving expenses and the rights of the Collectors.

XXX. That a Duty of Five Shillings per Gallon be imposed upon all Fermented and Spirituous Liquors imported into the Settlement, except such as shall be proved to have been directly imported from the United Kingdom by the Consignee.

XXXI. The following shall be the Collectors of Customs:

William Dease, at Point Coupée, with a salary of £20 per annum.

Roger Goulet, at Upper Fort Garry, with a salary of £35 per annum.

Patrick Breland, at White Horse Plain, with a salary of £20 per annum.

W R. Smith, at Lower Fort Garry.

POLICE.

XXXII. Efficient householders, not exceeding twelve in number, to remain in Office for a term of three years from the 1st September following the date of their appointment, shall be appointed Constables on the last Thursday in each year by the Magistrates specially assembled for the purpose, and every Constable so appointed must take the following Oath:

I swear by God, as I shall answer to God at the great day of judgment, that I shall, till lawfully discharged from my office of Constable for the District of Assiniboia, be always ready at all hazards to serve and execute all legal writs and to maintain the peace and security of the said District against all enemies and disturbers of such peace or such security, and that I shall to the utmost of my ability, obey all laws and all lawful authorities within and for the said District and induce all others to obey the same and that I shall do my best to become acquainted with all local regulations.

XXXIII. For any neglect of Duty any Constable may be suspended by any Magistrate or Petty Court, or may be dismissed by the General Court.

XXXIV. Each Constable shall receive Twelve Pounds a year, to be paid half yearly, excepting that if dismissed for neglect of duty or pronounced after the close of his half year to have been deservedly suspended, he shall receive only Three Shillings and six pence for every day of actual service.

DEBTORS.

XXXV. That no immoveable property shall be sold without intimation made or posted previously on two successive Sundays at the door of every Church in the Settlement,—and that in case the sale may have been effected without this intimation the buyer shall be responsible for the debts of the seller to the amount of the true value of the immoveable property.

XXXVI. That any Creditor to the extent of not less than twenty shillings on making Oath before a Justice of the Peace to the correctness of the debt, and to the fact of his belief in his debtor's intention to proceed to a Foreign country or to a part of this country over which the civil jurisdiction of the courts of the Settlement does not extend, may compel the said Debtor to show grounds for expecting his return to the Settlement within the same season as his departure or to give security for his appearance at the then next ensuing competent Court, or failing both of those conditions apprehend and detain his person in the Settlement till then, and that from the operation of this law every debtor who has contracted with the Company or others to leave the Settlement for a limited period, but who does not contemplate an unlimited absence from the Settlement shall be exempt if his agreement has been published by the exhibition of his name in the Company's Office or other public place at least four days prior to the sitting of the last

competent Court preceding the date of his intended departure, and further that in no case shall a Debtor leaving the Settlement in terms of an agreement be liable to be detained for debts which were contracted with third parties after the date of the due publication of his agreement to leave the Settlement for a limited period.

XXXVII. That in the case of a Debtor who has left the Settlement for an unlimited period having property in the Settlement, such property or as much of the same as may be deemed equal to the amount of the claim, shall, at the discretion of any two justices, be liable, on the sworn application of a Creditor, to be attached in the hands of any third party, and that, failing the Debtor's appearance before the said justices after summons by proclamation for three successive Sundays on two of the Protestant and two of the Catholic church doors, the competent Court may proceed to execute justice in the matter according to their discretion provided however, that no such attachment shall be issuable against the property of a person who, although absent, can be proved to have publicly notified his intention of departure for ten days previous to the date of the same.

INTESTATE ESTATES.

XXXVIII. When any person has died without a written will, no individual shall intermeddle with the property, till he has received letters of administration from the Governor of Assiniboia.

MARRIAGE LICENSES.

XXXIX. On payment of One Pound, a marriage license shall be issued by the Governor of Assiniboia to any applicant, who may swear before him, that neither himself, nor his intended consort, is already living in lawful wedlock, saving the rights whatever they may be, of any ecclesiastical person in the premises.

XL. Any legally ordained Presbyterian Minister labouring in the Settlement, may validly solemnize marriages in the District of Assiniboia, and all registers of marriages, baptisms and burials regularly kept by any legally ordained Presbyterian Minister shall be deemed legal and valid records.

CONTRACTS FOR SERVICE.

XLI. That it shall not be lawful for any Freighter or Owner of any boat voyaging between Red River Settlement and any other place to embark any person as a Boatman without first entering into a contract in writing as nearly as may be in the form of the Schedule A hereafter written, specifying what wages such person is to receive, in what capacity he is to serve, the time of entering such service, the period of starting, and the Post or Place to which such voyage is to be made, and to be signed by every such boatman respectively, and attested by one witness when both contracting parties can sign their names, and by two witnesses when one or both contracting parties shall be unable to sign their names, the said contract to be distinctly and truly read to such boatman before signature.

XLII. That if any boatman after having signed such agreement, but not otherwise, shall neglect or refuse to join the boat he has engaged to serve in, or shall refuse to proceed on the voyage agreed upon, or shall absent himself without leave, it shall be lawful for any Justice of the Peace upon complaint being made on oath by the Master or Owner of such boat, who shall produce his contract, to apprehend the said boatman, and in case such boatman cannot give any sufficient reason for such absence, refusal or neglect, the said Justice upon sufficient proof of such default may commit the boatman to jail, for any period not exceeding thirty days, unless such boatman shall agree to proceed on such voyage to the satisfaction of the complaining party, provided always that nothing contained herein shall deprive the Master or Owner of his legal recourse for the recovery of wages advanced to such boatman, nor deprive such boatman of the like recourse for wages due.

XLIII. That public and sufficient notice shall be given of the day of starting, not less than fourteen days previously.

Schedule A.

An agreement made pursuant to a law of the Governor and Council of Assiniboia passed in the 21st year of the reign of her Majesty Queen Victoria, between ———— of Red River Settlement, Freighter, and the several persons whose names are subscribed hereto.

It is agreed by and on the part of the said persons, and they severally agree hereby to serve on board such boat or boats as may be hereafter designated in the several capacities against their respective names expressed on a voyage from Red River Settlement to ————, and back to Red River Settlement.

And the said Crew or Crews further agree to conduct themselves in an orderly, faithful, honest, careful, and sober manner, and to be at all times diligent in their respective duties and stations, and to be obedient to the lawful commands of the said Freighter or his Representative in everything relating to the said boat, and the materiel, stores, and cargo thereof, whether on board such boat or on shore. In consideration of which services duly, honestly, carefully, and faithfully performed, the said Freighter doth hereby promise and agree to pay the said Crew by way of compensation

or wages. the amount against their names, respectively expressed.

In witness whereof the said parties have hereto subscribed their respective signatures mentioned

Witnesses.	Wages.	Season of Starting.	Capacity.	Men's Signatures.	Date of Engagement

SURVEYORS.

XLIV. Messrs. Roger Goulet and Herbert L. Sabine shall be Surveyors for this Settlement without Salary from the Public Funds, but they shall be entitled to be paid Ten Shillings per diem each, by any person who calls for their services.

POSTAL.

XLV. James Ross, Esquire, shall be Postmaster in the Middle Section of the Settlement, with a salary of Ten Pounds per annum; and Thomas Sinclair, Esquire, shall be Postmaster in the Lower Section, with a salary of Six Pounds per annum.

XLVI. A Mail shall be carried between this Settlement and Pembina at the public expense, in connection with the United States Mail to Pembina, and the Mail from the Settlement shall be so regulated as to meet the United States Mail at Pembina.

XLVII. The charge for Postage by the Red River Mail from the Settlement to Pembina, or from Pembina to the Settlement shall be as follows.

Each Letter under half an ounce, one penny, and one penny for each additional half ounce.
Every Magazine or Review, two pence
Every Paper, one half-penny, except such Papers going out as proceed directly from the office of publication, and those which come in as exchanges, on which there shall be no charge.
Books half a pound and under, five pence—One pound, nine pence,—One pound and a half, one Shilling,—Two pounds, one Shilling and two pence, and for every additional half pound, two pence.
All letters carried between the Post-Offices in the Settlement shall bear a charge of one penny each.

XLVIII Letters that have lain in the Post Office one month uncalled for, shall be advertised; and if not applied for within a month after advertisement, shall be returned to distributing Office, and all letters so advertised shall bear a charge of three pence each, to be defrayed by the Individual receiving such letter, in addition to the regular postage.

PREMIUM ON WOLVES' HEADS.

XLIX. A Premium of Five Shillings for the head of every large, and of Two Shillings and Six Pence for the head of every Small Wolf killed within Twenty miles of the Settlement, shall be paid from the Public Funds, but from this premium the sum of six pence a head shall be retained for his own benefit by the Official who distributes the premium to Claimants.

ADMINISTRATION OF JUSTICE.

L. Doctor Bird shall be Coroner for the District of Assiniboia.

LI. James Ross, Esquire, shall be Sheriff for the same.

James Ross, Esquire, shall be Governor of the Gaol, with a Salary of Thirty pounds a year.

LII. The General Court shall sit for the District of Assiniboia with a Jury, on the third Thursday of February, on the third Tuesday of May, on the third Thursday of August, and on the third Thursday of November.

LIII. In place of the Laws of England of the date of the Hudson's Bay Company's Charter, the Laws of England of her Majesty's accession, so far as they may be applicable to the condition of this Colony, shall regulate the proceedings of the General Court, till some higher authority, or this Council itself, shall have expressly provided, either in whole or in part to the contrary.

LIV. Petty Courts shall sit as follows:

I. White Horse Plain Section from Sturgeon Creek upwards on both sides of the Assiniboine, on the second Monday of January and of March, on the first Monday of June, on the second Monday of July, of September, and of November, at Mr. P. Breland's House.

II. Lower Section, from St. John's Cathedral downwards on both sides of the Red River, on the fourth Monday of January, of March, of May,

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of July, of September, and of November, at Mr. Thomas Sinclair's House.

III. Upper Section, comprising all the rest of the Settlement, on the third Monday of every month at the Court House—provided, however, that any one of these Petty Courts, may adjourn itself over seed time and harvest.

LV. The Petty Judges shall be as follows:

I. *Section*—Mr. Francois Bruneau, President, with a salary of £12 a year; Mr. Pascal Breland, with a salary of £5 a year; Mr. John Taylor, with a salary of £5 a year; Mr. Pierre Falcon, with a salary of £5 a year.

II. *Section*—Mr. Thomas Sinclair, President, with a salary of £8 a year; Mr. Donald Gunn, with a salary of £5 a year; Mr. John Inkster, with a salary of £5 a year; Mr. Donald Murray, with a salary of £5 a year.

III. *Section*—Mr. Francois Bruneau, with a salary of £16 a year; Mr. William Dease, with a salary of £10 a year; Mr. A Fiddler, with a salary of £5 a year; Mr. Salomon Amlin, with a salary of £5 a year; Mr. A. G. B. Bannatyne, with a salary of £5 a year.

LVI Two Petty Judges and the President shall form a quorum, the President voting only when the others have not decided by at least a plurality of votes.

LVII. The Petty Courts shall take cognizance of all actions of debt, with the exception of questions of revenue, not exceeding Five Pounds, and also of all petty offences which do not involve any other than a pecuniary fine of not more than Forty Shillings Sterling, with the exception of cases arising from Breach of the Liquor Laws, or the laws regarding the furnishing to Indians of the means of intoxication, in which cases the Petty Courts are specially competent to decide—Provided however that where the debt exceeds Two Pounds, the losing Party may appeal to the General Court on giving security for costs.

LVIII. In any Petty Court the original summons shall run only for its own Section of the Settlement, but all other writs whatever shall run for the District of Assiniboia.

LIX. If in any suits originally brought before the General Court, the Bench, after verdict rendered against the defendant, shall unanimously decide, that such suit ought to have gone before a Petty Court, the Plaintiff shall in that case receive costs only as in such Petty Court.

LX. In any Court, either party to a civil action may be made the other's witness.

LXI. Every writ, including service or execution thereof, within the range of the Settlement, shall cost one shilling.

LXII. In a civil case the jurors shall receive Two Shillings and Sixpence each, while all witnesses whatever shall have Two Shillings and Sixpence a day each.

LXIII. On every case entered for the General Court the Plaintiff shall deposit Ten Shillings which if the case comes on for trial shall go towards the payment of the Jury, but should the case not come to trial, the said deposit shall be forfeited if the case has not been withdrawn at least eight full days previous to the day on which the court sits, the sums thus forfeited shall go to form a fund from which each Juryman summoned for the General Court who does not sit on a civil case shall receive Two Shillings and Sixpence for his attendance.

LXIV. Any person who may be imprisoned in respect of any crime or of any penalty, shall daily receive one pound of flour, and half a pound of pemican and water at discretion, and no person may be imprisoned, or kept in prison, at the suit of any creditor, unless he shall receive every week in advance, a daily allowance of Six pence from such creditor.

EXECUTIVE OFFICER.

LXV. Mr. William Robert Smith, with a salary of One Hundred Pounds a year, shall discharge all such administrative functions as may not be specially assigned to any other person.

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